



General Assembly

February Session, 2000

Amendment

LCO No. 5027

Offered by:

REP. STRATTON, 17th Dist.
REP. ABRAMS, 83rd Dist.
REP. DONOVAN, 84th Dist.
REP. FLAHERTY, 8th Dist.
REP. GIANNAROS, 21st Dist.
REP. HAMM, 34th Dist.
REP. MALONE, 47th Dist.
REP. SAUER, 36th Dist.
REP. OREFICE, 37th Dist.
REP. BEALS, 88th Dist.
REP. STAPLES, 96th Dist.

REP. AMANN, 118th Dist.
REP. LANDINO, 35th Dist.
REP. FLEISCHMANN, 18th Dist.
REP. NARDELLO, 89th Dist.
REP. WIDLITZ, 98th Dist.
REP. DAVIS, 50th Dist.
REP. MURPHY, 81st Dist.
REP. MERRILL, 54th Dist.
REP. FONTANA, 87th Dist.
REP. DEMARINIS, 40th Dist.
REP. MARTINEZ, 95th Dist.

To: Senate Bill No. 640

File No.

Cal. No.

(As Amended)

***"An Act Implementing The Master Development Plan
For The Adriaen's Landing Project And The Stadium At
Rentschler Field Project."***

1 Strike section 9 in its entirety and substitute the following in lieu
2 thereof:

3 "Sec. 9. Section 31 of public act 99-241 is repealed and the following
4 is substituted in lieu thereof:

5 (a) Except as otherwise limited by sections 26 to 46, inclusive, of

6 [this act] public act 99-241, as amended by this act, the secretary may:

7 (1) Acquire, by condemnation, gift, purchase, lease, lease-purchase,
8 exchange or otherwise, the real property [for the sportsplex site and
9 the parking facilities site] comprising the Adriaen's Landing site and
10 the stadium facility site and such other real property determined to be
11 necessary by the secretary for off-site infrastructure improvements
12 related to the development of the Adriaen's Landing site or the
13 stadium facility site or for temporary use for construction staging or
14 replacement parking during the period of construction as
15 contemplated by the master development plan;

16 (2) Select, engage and compensate surveyors, appraisers, engineers,
17 architects and other providers of professional, management, financial
18 or technical services and undertake or arrange for engineering,
19 architectural, environmental, legal, fiscal and economic investigations
20 and studies, surveys, designs, plans, working drawings, specifications,
21 procedures and other activities incidental thereto;

22 (3) Lease or sublease, as lessor or lessee or sublessor or sublessee,
23 any real property in connection with the [sportsplex project, the
24 parking project or the convention center facilities] overall project and
25 the on-site related private development, including leases or subleases,
26 as lessor or lessee or sublessor or sublessee, of off-site real property in
27 connection with site acquisition arrangements, on terms to be
28 determined by the secretary;

29 (4) Enter into agreements, pursuant to which the state may be
30 obligated, among other things, to (A) acquire or provide the
31 [sportsplex site and the parking facilities site] stadium facility site, or
32 all or any portion of the Adriaen's Landing site, (B) provide bond
33 proceeds or other state moneys with which to pay project costs, and
34 (C) plan, undertake, perform or otherwise provide for the site
35 preparation, the implementation of the infrastructure [the coordination

36 of public and private facilities for sportsplex and convention center
37 parking] improvements and the development of the overall project,
38 and, upon completion or at such other time determined by the
39 secretary and the authority, transfer to the authority ownership of, and
40 any other rights and obligations of the secretary with respect to the
41 related parking facilities;

42 (5) Plan, design, develop, construct, finish, furnish, equip, replace,
43 alter, restore, reconstruct, improve or enlarge and enhance the
44 [sportsplex and the parking facilities] overall project and engage in
45 other activities incidental thereto, including the coordination of public
46 and private parking facilities, and, subject to section 32 of [this act]
47 public act 99-241, as amended by this act, enter into such construction,
48 development, project management, construction management, design-
49 build or other types of contracts or arrangements with respect to the
50 [foregoing including] overall project and, subject to the proper
51 allocation of costs, all or any portion of the on-site related private
52 development including provisions with respect to incentive fees for
53 timely completion of improvements at or under budget and such
54 requirements with respect to [guaranteed maximum price] GMP,
55 adherence to the project schedule, assumption of force majeure and
56 completion risk, surety and performance bonding, insurance, letters of
57 credit and financial guarantees and other assurances of performance
58 and completion as the secretary [may] determines to be appropriate in
59 order to assure adherence to the project budget or may otherwise
60 deem prudent, expedient and in the best interests of the state,
61 provided that the development or project management agreement
62 with the project manager shall require that construction contracts for
63 all major elements of the overall project for which the project manager
64 is responsible be awarded on a GMP basis at prices consistent with the
65 project budget. Any agreement entered into under this section shall be
66 subject to a competitive negotiation, as defined in section 4-212, and
67 shall be entered into in accordance with the standards and procedures
68 established under section 4-217. The Auditors of Public Accounts, in
69 consultation with the secretary and the authority, shall prepare the

70 request for proposals for any such proposed agreement;

71 (6) [Lease, sublease, license] License or manage any [nonevent
72 business areas] retail or commercial areas within the stadium facility
73 and engage in other activities incidental thereto;

74 (7) Undertake, perform or otherwise provide for stadium facility
75 operations, establish and carry out booking and scheduling policies,
76 marketing and promotional programs and box office and ticketing
77 operations, fix rental, usage, license, event-related and parking fees
78 and charges, enter into lease, license or other agreements [with the
79 university] with respect to [the playing of university home games]
80 university and other events at the [sportsplex] stadium facility and
81 related [events and] uses, which shall give priority in scheduling to
82 university home football games and which may give priority in
83 scheduling to other university-sponsored events, enter into
84 management contracts with respect to the overall management and
85 operation of the [sportsplex and the parking facilities] stadium facility
86 and stadium parking, and enter into other agreements with respect to
87 stadium facility operations including, but not limited to, event leases,
88 licenses or similar arrangements, [rental or use agreements relating to
89 parking spaces in the parking facilities or parking spaces in other
90 parking lots or garages in the vicinity of the convention center or the
91 sportsplex,] the sale of naming rights, ticketing, advertising, media,
92 broadcast, concessions, merchandising, marketing, facility
93 maintenance, common area maintenance, safety, security, utility,
94 service, supply and similar contracts, easements and rights-of-way for
95 stadium facility access, and lease, license, rental or other use
96 agreements for stadium parking, including the parking license
97 agreement with United Technologies Corporation contemplated by
98 section 26 of public act 99-241, as amended by this act, and
99 arrangements for off-site parking and shuttle service, sufficient to
100 satisfy projected peak stadium facility parking demand;

101 (8) Coordinate the overall project and stadium facility operations
102 with other departments or agencies of the state, any municipality,
103 political subdivision, quasi-public agency, public authority or other
104 public body including, but not limited to, the university, the
105 Metropolitan District Commission and the authority, each of which,
106 notwithstanding any provision of the general statutes, may enter into a
107 written agreement with the secretary and, if necessary, any private
108 party respecting the coordination, funding, performance and
109 completion of such work and activities;

110 (9) Coordinate the overall project with any developer, private
111 investor, general contractor, construction manager or other participant
112 with respect to all or any part of the on-site related private
113 development, enter into such agreements with such developers,
114 private investors, general contractors, construction managers or other
115 participants as may be necessary or appropriate to facilitate the
116 coordinated development of the overall project and the on-site related
117 private development, including with respect to site assembly, site
118 preparation, common area maintenance and security and similar
119 arrangements, or to secure [the] private investment commitments
120 [required by subsection (a) of section 30 of this act] for related private
121 development, including agreements with respect to the sequence and
122 schedule of public and private investment in the overall project and
123 the on-site related private development.

124 (10) Arrange for, participate in, pay for or contribute to and procure
125 directly or through the authority or a private entity or private entities,
126 such policy or policies of insurance with respect to the overall project
127 and stadium facility operations as the secretary shall determine is
128 appropriate, necessary or desirable, including, but not limited to an
129 owner-controlled insurance program or an insurance program
130 consolidated in such manner as the secretary, the authority and such
131 private entity and entities determine is appropriate with respect to
132 general liability, environmental liability, professional liability,

133 casualty, property, title, business interruption, business risk, force
134 majeure, completion and other insurable risks including extra expense
135 or other insurance coverages associated with and available for such
136 risks in connection therewith, including in lieu of any of the foregoing
137 such financial guarantees as [maybe] may be available for such risks.
138 The costs of any such insurance program or financial guarantees
139 allocable to any aspect of the [sportsplex project or the parking] overall
140 project are confirmed as within the meaning of project costs;

141 (11) Make and execute any other contracts and all other instruments
142 necessary or convenient or desirable for the exercise of the powers and
143 functions of the state and coordinate, delegate, implement and
144 complete any or all of the [sportsplex project or the parking] overall
145 project;

146 (12) Delegate or assign to the authority or any other agency,
147 department or public instrumentality of the state, including any quasi-
148 public agency, such rights, interests, activities, responsibilities and
149 obligations of the secretary as, in the opinion of the secretary, are
150 appropriate, necessary or desirable in order to effectuate the
151 [sportsplex project or the parking project,] overall project or to provide
152 for stadium facility operations;

153 (13) Accept gifts, grants of funds, property or services for the overall
154 project, stadium facility operations or any aspect thereof from any
155 source, public or private, and comply, subject to the provisions of
156 sections 26 to 46, inclusive, of public act 99-241*, as amended by this
157 act, with the terms and conditions of such gift or grant, provided
158 nothing in sections 26 to 46, inclusive, of public act 99-241, as amended
159 by this act, shall be construed to authorize the expenditure for project
160 costs of the overall project of other state funds not authorized,
161 appropriated or otherwise designated for such purpose pursuant to
162 sections 26 to 46, inclusive, of public act 99-241, as amended by this act,
163 or otherwise identified for such purpose in the master development

164 plan as filed with the clerks of the Senate and the House of
165 Representatives on March 3, 2000, and further provided nothing in
166 said sections 26 to 46, inclusive, shall be construed to authorize the
167 expenditure for project costs of the stadium facility project of any state
168 funds other than those authorized under section 28 of public act 99-
169 241, as amended by this act;

170 (14) Pay or reimburse the Office of Policy and Management, the
171 authority, the university and other affected state agencies and political
172 subdivisions of the state and any third parties incurring such costs at
173 the request or with the approval of the state as certified by the
174 secretary, for project costs of the [sportsplex or the parking facilities]
175 overall project including, without limitation, preliminary costs [and
176 expenses] arising prior to the effective date of [this act] public act 99-
177 241, as amended by this act, or sections 32 to 37, inclusive, of this act;
178 and

179 (15) Do any and all other things necessary or convenient to carry out
180 the purposes of and exercise the powers expressly granted pursuant to
181 the secretary under [this act] sections 26 to 46, inclusive, of public act
182 99-241*, as amended by this act.

183 (b) The secretary, through the chief elected official of the town of
184 East Hartford, shall establish an ongoing process for community input
185 to the secretary and the stadium facility manager as to matters of local
186 concern relating to the operation of the stadium facility. Such process
187 shall include the establishment of a local advisory committee for the
188 purpose of identifying, discussing and formulating recommendations
189 with respect to ongoing relations between the stadium facility and the
190 town of East Hartford. Such advisory committee shall be chaired by
191 the chief elected official of the town of East Hartford and shall include
192 two residents of the town of East Hartford living in the vicinity of the
193 stadium facility and representatives of the stadium facility manager,
194 the party furnishing the stadium facility site, the police department

195 and the fire department of the town of East Hartford, the Office of
196 Policy and Management and the university. Such advisory committee
197 shall meet as needed as determined by the chief elected official of the
198 town of East Hartford. Members of such advisory committee shall
199 serve without compensation. The agreement with the stadium facility
200 manager shall include such limitations on types of events and hours of
201 operation at the stadium facility as the secretary shall determine to be
202 reasonable and appropriate in light of the public purposes of the
203 stadium facility and the impact of stadium operations on neighboring
204 areas in the town of East Hartford. The secretary shall enter into an
205 agreement with the town of East Hartford and any other affected town
206 providing for the reimbursement of the reasonably determined
207 incremental costs to such towns of additional public safety personnel
208 required prior to, during and following events at the stadium facility
209 as a result of expected crowds, traffic and other event-related activities.
210 Such costs may be allocated by agreement between the secretary and
211 the university and other event sponsors.

212 (c) The secretary shall designate a stadium facility operations
213 contract compliance officer from the Office of Policy and Management
214 to monitor compliance of the stadium facility operations with the
215 provisions of state law applicable to such operations, including, but
216 not limited to, sections 26 to 46, inclusive, of public act 99-241, as
217 amended by this act, and sections 32- to 38, inclusive, of this act and
218 with applicable requirements of contracts entered into by the secretary,
219 relating to set-asides for small contractors and minority business
220 enterprises and required efforts to hire available and qualified
221 members of minorities, as defined in section 32-9n and available and
222 qualified residents of the town of East Hartford and the city of
223 Hartford for jobs in such operations. Such officer shall file, each year
224 during the period of stadium facility operations, a written report with
225 the secretary as to findings and recommendations regarding such
226 compliance."